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6 UNITED STATES DISTRICT COURT
7 FOR THE CENTRAL DISTRICT OF CALIFORNIA
8 EASTERN DIVISION
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11 LAUREN BYRNE, on behalf of herself
and all others similarly situated,

12 Plaintiff,

13 vs.

14 SANTA BARBARA HOSPITALITY
15 SERVICES, INC., THE SPEARMINT
16 RHINO COMPANIES WORLDWIDE,
17 INC., SPEARMINT RHINO
CONSULTING WORLDWIDE, INC.,
and SANTA BARBARA HOSPITALITY
SERVICES, LLC,

18 Defendants.
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Case No. 5:17-cv-00527 JGB (KKx)

**ORDER APPROVING THIRD
ADDENDUM TO *BYRNE*
SETTLEMENT**

Date Action Filed: 3/21/17
Trial Date: None

1 Before the Court is the Parties' Third Addendum to Stipulation and Settlement
2 Agreement Dated as of February 16, 2021. After considering the Third Addendum,
3 the Court finds ***Good Cause*** that the Third Addendum to Stipulation and Settlement
4 Agreement Dated as of February 16, 2021, is appropriate under the circumstances.

5 THEREFORE, consistent with the Third Addendum to Stipulation and
6 Settlement Agreement Dated as of February 16, 2021, the Court Orders as follows:

7 1. Except as otherwise set forth herein, the Agreement previously
8 approved and Final Judgment entered by the Court on December 13, 2018 (Dkt. No.
9 179), initial Addendum and Order thereon (ECF Nos. 186 & 191) as well as the
10 Second Addendum shall remain in full force and effect. Other than the items set forth
11 herein, any contradictions between this Third Addendum and the Agreement shall be
12 governed by the foregoing (Dkt. Nos. 64, 64-1, 64-2 and 194);

13 2. All terms capitalized herein shall have the same meaning as set forth in
14 the Agreement;

- 15 a. Within five (5) days of approval of this Third Addendum Defendants
16 shall deposit with class counsel an additional \$50,000;
- 17 b. Class Counsel shall direct payment of those funds;
- 18 c. Defendants shall be temporarily relieved of their obligations to make
19 monthly payments to KCC pursuant to the addendum for six (6) months
20 after the Court's approval of this Third Addendum ("the grace period");
- 21 d. No later than ten (10) days after the grace period ends, Defendants'
22 counsel and *Byrne* Counsel shall meet and confer in a good faith effort
23 to agree on a viable payment plan for all remaining obligations under
24 the *Byrne* settlement;
- 25 e. Class Counsel shall make no further demands for payment during the
26 grace period, but counsel for Defendants shall use their best efforts to
27 keep Class Counsel advised as to the status of club openings or
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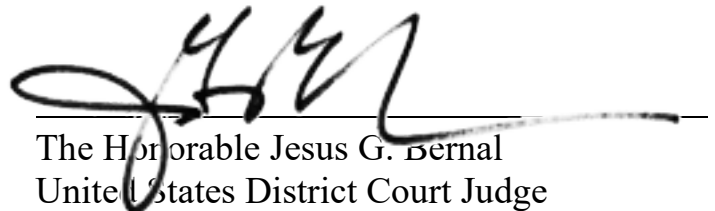
obtaining further financing that would permit them to use the proceeds to fund the settlement without penalty and shall respond in good faith to all inquiries regarding same.

f. The Parties shall have fourteen days (14) to submit a new payment plan to the Court for approval after they meet and confer per section 2(d) herein the Agreement. Should the Parties be unable to reach an agreement, they will first submit their dispute to mediator Charles Stohler and if unsuccessful the dispute shall then be submitted to the Court for resolution. The Parties shall make all good faith efforts to reach an agreement/resolution without Court intervention. Defendant shall cover any expenses associated with Mr. Stohler's fees as mediator.

Except as otherwise set forth herein, the Agreement previously approved, Final Judgment entered by the Court on December 13, 2018 (ECF No. 179), initial Addendum and Order thereon (ECF Nos. 186 & 191) and Second Addendum and Order thereon (ECF Nos. 194 & 195), shall remain in full force and effect.

IT IS SO ORDERED:

Dated: February 25, 2021


The Honorable Jesus G. Bernal
United States District Court Judge

Presented by:

/s/
Peter E. Garrell
Counsel for Defendants
SANTA BARBARA HOSPITALITY SERVICES, INC.,
THE SPEARMINT RHINO COMPANIES WORLDWIDE, INC.,
SPEARMINT RHINO CONSULTING WORLDWIDE, INC., and
SANTA BARBARA HOSPITALITY SERVICES, LLC